



# MOORING LICENCE

<b>COMPANY:</b>	<b>OWNER:</b>
Company name: Geomac Ltd (Caen Hill Marina)	Owner's name:
Company's address:	Owner's home address:
Name of Marina: <b>CAEN HILL</b>	Invoice address (if different):
Telephone number: <b>01380 827062</b>	Telephone number:
E-mail address: <a href="mailto:lorraine.howe@land-water.co.uk">lorraine.howe@land-water.co.uk</a>	E-mail address:
<b>SERVICES: MOORINGS</b>	<b>VESSEL:</b>
Start Date:	Name of Vessel:
End Date:	Make:
	Vessel Type: (e.g., Wide beam, Narrow boat, Cruiser)
Mooring Licence Fee:	Payment Terms:
Length Overall:	Beam:
Navigation Authority Mooring Licence: <b>AVON NAVIGATION TRUST</b>	Boat Safety Certificate.
Insurance document	Company's Regulations attached (Y/N):
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
.....	.....
(For and on behalf of the Company Geomac Ltd)	(For and on behalf of Owner)
Date:	Date:

Signature of this Mooring Licence by the Company and the Owner creates a legally binding contract for berthing, mooring and/or storage ashore at the marina, boat yard, mooring or any other facility operated by the Company for launching, recovering, mooring, or berthing a vessel. This Mooring Licence is subject to Geomac Marina, Berthing, and Mooring Licence Standard Terms and Conditions (attached), which the Owner acknowledges they have read and understood, and which form an integral part of this Mooring Licence. Other services which may be provided by the Company (such as the supply of electricity and water) are subject to separate agreement with the Company.



# STANDARD TERMS AND CONDITIONS

## DEFINITIONS

Where the following words appear in these Conditions, the Mooring Licence and the Regulations they shall have these meanings:

**Berth** means the space on water or land within the Marina Premises allocated to the Vessel by the Company from time to time during the duration of Mooring Licence.

**Company** means the Company, Geomac Limited as identified in the Mooring Licence, including its associated companies and any of its servants or agents.

**Conditions** means these standard terms and conditions.

**Facility** means the type of berthing, mooring and/or shore storage facility to be provided by the Company to the Owner in relation to the Vessel as set out in the Mooring Licence.

**Force Majeure Event** means any of the following events or conditions: an act of God; any Government requisition, control, sanction, intervention, requirement or interference; any circumstances arising out of war, threatened act of war or warlike operation, act of terrorism, sabotage or piracy, or the consequence of such circumstances; riot, civil commotion, blockade or embargo; epidemic, pandemic or equivalent public health emergency; earthquake, landslide, flood, tropical storm or other extraordinary weather condition; strike, lockout or other industrial action; or any other similar event or condition beyond the reasonable control of the Company.

**Length Overall** means the overall length of the Vessel, including any fore and aft projections, temporary or permanent.

**Mooring Licence** means the contract between the Company and the Owner for the provision of the Facility, which incorporates these Conditions.

**Mooring Licence Fee** means the fee payable by the Owner to the Company in consideration for the Company providing the Facility, as specified in the Mooring Licence.

**Marina** means the marina, mooring or any other facility for launching, recovering, mooring or berthing vessels, which is owned and/or operated by the Company.

**Marina Premises** means the Marina and all the associated land and buildings occupied by or under the control of the Company, including docks, locks, bridges, slipways, pontoons, jetties, quays, piers, walkways, mud-berths, sheds, lofts, workshops, hardstanding, roadways and carparks.

**Owner** means the person or organisation identified in the Mooring Licence.

**Regulations** mean those regulations (if any) made by the Company as the same may be amended from time to time in accordance with Condition 10, which the Company in its absolute discretion, considers necessary to enable the Company or those using the Marina Premises to



comply with applicable legal requirements or for the safety or security or good management of the Marina Premises.

**Vessel** means the vessel identified in the Mooring Licence.

## THE MOORING LICENCE

In consideration for the Owner paying the Mooring Licence Fee, the Company agrees to provide to the Owner the Facility in the Marina Premises in relation to the Vessel for the duration of the Mooring Licence.

The Mooring Licence will start on the Start Date and will end on the End Date specified in the Mooring Licence, unless terminated sooner.

The physical layout of the Marina Premises and the operational requirements of the Company are such that the Company must retain absolute discretion as to the utilisation of space within the Marina Premises. Nothing in the Mooring Licence or these Conditions entitles the Owner to the exclusive use of any particular space within the Marina Premises. The benefit provided by the Company pursuant to the Mooring Licence is accordingly merely a Mooring Licence to occupy whichever Berth may be from time to time allocated to the Vessel by the Company.

The Company is entitled to make use of the Berth whilst it is left vacant by the Owner.

The Mooring Licence is personal to the Owner and relates to the Vessel described in the Mooring Licence. The Owner may not transfer or assign the Mooring Licence to a third party. The Owner may not use the Berth for a vessel other than the Vessel, either temporarily or permanently, without the written consent of the Company.

## 1. FEES AND CHARGES

All mooring fees are to be paid in advance according to the relative mooring rate tariff on the 1<sup>st</sup> of each month. If we have not received your mooring by the first week of each month a **£30.00** late payment charge will be levied.

A three-month notice period will be given by boat owners that wish to leave the marina.

A non-refundable deposit of £250 is payable to reserve a mooring for a maximum period of 3 months. Payment of a deposit or the taking up of a mooring place means acceptance of these Terms and Conditions, on arrival you will start a 3-month probationary period.

All mooring payments are to be paid by standing order using your berth number and surname as a reference, this payment is to be made in advance on the 1<sup>st</sup> of each month. Invoices will be supplied on request.

Frequent late payments will result in the owner being served with one month's notice to vacate the marina.



Mooring fees are calculated according to the overall length of the space occupied by your Vessel, including bowsprit or stem fittings, bathing platforms, out-drives or transom hung ladders, stern mounted dinghies and any fore or aft projections, temporary or permanent, as measured. The minimum chargeable jetty length is 40 feet (12 metres).

Mooring fees are payable in full at the commencement of your Mooring Licence, Mooring fees include a utility standing charge for water but not for electricity.

All mooring fees invoiced are inclusive of VAT at the current rate.

The Companies standard mooring fees as varied from time to time are available from the Office and are calculated according to the length of your Berth, the period of the mooring contract, frequency and methods of payment and any other applicable charges.

Details of all additional charges for facilities and services offered at the Marina or work undertaken are available from the Office and are incorporated into these General Conditions by reference. Charges (other than your mooring fees which are agreed with you for the full term of your Mooring Contract) may be reviewed and varied by the Company at any time without notice.

If you would like your Vessel to occupy more than one berth, the Company will charge for the number of berths occupied. Vessels with a beam more than 2.12 metres will incur a surcharge. The Company is under no obligation to allow your Vessel to occupy more than 1 berth unless this has been agreed before the commencement of your Mooring Contract.

Payments to the Company may usually be made by bank transfer, standing order (excluding American Express),

The Company reserves the right to exercise a general lien upon your Vessel and/or property belonging to you whilst at the Marina until such time as any money due to the Company or its agents from you or in respect of work carried out or services provided on or in relation to your Vessel is paid. This applies whether such money is due (without limitation) on account of mooring fees, charges for services or supply, rental, storage, commission, repair, maintenance, work done, administration charges, legal costs or otherwise. If the lien remains unsatisfied for the specific period of time notified to you by the Company, your Vessel or property may be sold, and the proceeds of the sale used to satisfy the monies owed. The remaining balance, less all cost of sale, will be remitted to you (in the case of your property) or the owner(s) of your Vessel as notified to the Company in accordance with this Mooring Licence. The Company reserves the right to remove your boat from the water should monies be owed.

Payments made by you under these General Conditions shall be made without deduction or set-off. You are required to pay all sums owing upon such sum falling due. An administration charge of £30 see above plus VAT (where applicable) per letter may be levied by the Company or its advisors write to you in connection with an account which has been overdue for one month or more. In addition to the administration charge (if levied) you will be liable for the payment of interest on any sum you owe to the Company for more than one month at a rate of 8% as detailed in the County Courts Act 1984 from the date such sum became due until the date of payment. You will be liable to pay the reasonable fees and expenses of the Company, including legal fees and expenses, in relation the recovery by the Company of payments due under the Mooring Contract.



The Company will only refund payments made to it in the circumstances specifically provided under these General Conditions or at its absolute discretion.

## **2. REQUIREMENTS AND OPERATION OF VESSEL**

All craft must have a valid and current Avon Navigation Trust Licence, Boat Safety Certificate, and insurance details provided to the marina, Boaters details of home addresses and telephone numbers are to be supplied on the mooring application form.

The Owner must notify the Company in writing (which includes by email) of any change of name of the Vessel or change of address or telephone number of the Owner, within 7 days of such change taking place.

## **3. MARINA SPECIFIC REQUIREMENTS**

All visitors must report to the marina office on arrival.

The main gates are electric and are opened via calling a designated mobile phone number. Owners mobile number will be stored on the gate access system.

Please be aware during the winter period the main water supply may be turned off when the temperature is below 0 degrees Celsius, water can be supplied from a tap in the laundry room.

All craft must be sold through Lakeland Leisure Boat Sales. If any boat remains in use whilst being advertised for sale the mooring fee will continue to be charged.

A mooring space is not automatically sold with the craft, and no for sale signs to be displayed on any vessels.

All craft must be kept tidy and presentable, no items such as coal, bicycles, wood, etc; to be stored on the roof. Boating equipment such as planks and boat hooks must be secured, and boaters are responsible for any damage caused by unsecured items.

Electrical hook ups and hoses to be run by the shortest safest route without forming loops or trip hazards on the pontoons or decking.

Whilst we endeavour to supply on site utilities including electricity, waste, water, pump out and wi-fi we cannot by the nature of a marina environment guarantee a constant supply.

Your Vessel must be always kept clean and in reasonable repair. Should your Vessel be damaged, then repair works must be carried out as soon as is reasonably possible. Tarpaulins and similar covers are allowed as a temporary cover only, for a maximum period of 4 weeks.



Any mechanical devices such as sack barrows, wheelbarrows, trolleys, mobility scooters etc. are only to be used with the permission of the Marina Manager. If permitted, they must be used in accordance with manufacturer's instructions and guidance and within the limitations of design purpose. Guidance and manuals list safety measures such as that devices should not be used next to a drop off greater than a kerb height etc. They also detail limitations of equipment relevant to weights, gradients etc. All use will be at the user/owner's risk. The user should not pose a hazard, risk, or inconvenience to anyone else during the use and storage of devices.

The user/owner will be responsible for any losses, injuries, or damage and not the Marina Management. Should the fabric of the Marina facility or injury be caused from the use/storage of the devices in any way the user will be responsible for the repair, replacement or correction of any damages or losses.

Any loaning of craft should be notified to the office staff so that they can monitor people and craft leaving or arriving.

The Owner must always ensure that the Vessel is in a navigable condition (as appropriate).

There is a maximum speed limit of 3 knots within the basin. No vessel shall be navigated in the dark, or in such a manner as to endanger or inconvenience other vessels or persons.

We reserve the right at our discretion to move any craft, to an alternative mooring, or out of the marina altogether if necessary.

Laundry may not be hung anywhere in the Marina. Any laundry hung on your Vessel must not be visible to other users of the Marina.

Moderately sized television aerials, satellite dishes and wind generators up to 1m high are permitted on your Vessel at the Marina, however you must make every effort to ensure that they are erected in a manner that makes them as inconspicuous as their design allows.

CCTV mounted on boats is only to be used for personal security purposes. Clear signage denoting the use of CCTV and if sound is being recorded must be displayed at all times. Out of courtesy and respecting others privacy cameras must be positioned to ensure that they do not inadvertently capture/record other Moorers or their boats.

No guarantee is given as to the water levels within the marina and the marina is not responsible for any consequence of a fluctuating water level.

The Owner must ensure that, while moored within the Marina, the Vessel is appropriately secured using such number of fenders and warps of sufficient size and strength and in such configuration as may be appropriate to the Vessel, the mooring, and the anticipated weather conditions. Such fenders and warps shall be provided by the Owner.



#### **4. ZERO TOLERANCE POLICY**

The Companies staff have the right to work without fear of being abused.

The Company expects you to treat all marina staff courteously – without violence, abuse, or harassment.

We operate a zero-tolerance policy. Any behaviour including verbal, physical abuse, by text or phone, whether under the influence of alcohol, drugs is not acceptable. This includes the use of aggressive, threatening, or abusive language including swearing and shouting which threatens or intimidates staff.

Geomac reserves the right to give immediate notice without refund for any behaviour that is detrimental to the comfort of staff or other Moorer's.

#### **5. LIABILITY, INDEMNITY, AND INSURANCE OBLIGATIONS**

Owners use the marina and its facilities at their own risk. Acceptance of a mooring means that they shall indemnify the marina and Geomac Ltd or its staff and agents against all loss, damage, costs, claims or proceedings, however caused to their vessel or vehicle or themselves, their servants, agents, crew, guests, or sub-contractors.

Owners are responsible for making sure that their guests, visitors, sub-contractors are aware of these Terms and Conditions

The Company shall not be liable in contract, tort or otherwise, for any loss, theft or any damage of whatsoever nature suffered by you or in relation to your Vessel or any other property belonging to you, your crew, Contractors, or visitors, except to the extent that such loss, theft or damage was caused by the negligence of the Company.

The Company shall not be liable for any indirect or consequential loss or damage.

The Owner must maintain adequate insurance in relation to the Vessel, including third party liability cover for not less than £3,000,000 cover against wreck removal and salvage and, where appropriate, Employers' Liability cover to at least the statutory minimum. The Owner must produce evidence to the Company of such insurance within 7 days of a request to do so.

You must ensure that any Contractor maintains corresponding insurance for a sum of not less than £2,000,000. All such insurance(s) shall be affected and maintained by reputable insurance companies authorised under the Financial Services Authority. You shall produce (or in the case of your Contractors, you shall procure that the Contractor produces) the policy or policies and evidence of payment of the premiums, to the Company on demand.

The Company will not be liable for any loss or damage of whatsoever nature caused by a Force Majeure Event; this extends to loss or damage to the Vessel, its gear, equipment, or other property whilst in the Marina Premises and to harm to persons entering the Marina Premises and/or using any of the Company's facilities or equipment.

The Company will not be liable for any loss or damage suffered by the Owner as a result of entrance to the marina or mooring poles.





If the Company is required to salvage the vessel in order to mitigate contamination or reduce loss, the Company will be entitled to charge the Owner on a normal commercial charging basis and, where appropriate, to claim a salvage reward.

The Owner must ensure that any other person on board when in the marina complies with all applicable conditions.

## **6. COMMERCIAL & RESIDENTIAL USE**

Our moorings are non-residential and should not be used as such. Furthermore, the marina will not accept any post or packages for owners. The Owner must supply to the Company details of the Owner's home address. This address must be a different address to the address of the Marina Premises. The Owner must produce evidence to the Company of such home address within 7 days of a request to do so.

The Owner must not (and must not allow anyone else to) use the Vessel for any commercial or residential purpose while in the Marina Premises.

For the avoidance of doubt: use of the Vessel to provide overnight accommodation in exchange for payment or a reciprocal arrangement is deemed to be commercial use; and is not permitted.

## **7. VEHICLES & PARKING**

Owners' vehicles such as, large commercial vans, trailers, caravans, motor homes or those used for overnight accommodation are not permitted unless specific authorisation is granted by the Company.

Boaters with smaller vehicles must cover up company names and logos when they are parked on the marina site. No motorcar repairs to be undertaken on the marina site.

Subject to the availability of parking spaces, owners and their guests may be restricted to 1 car parking space in the Marina Premises. All vehicles must carry a valid MOT and Insurance. There is a 5-mph speed limit within the marina and reverse parking is recommended.

Accessible parking bays are nearest the marina office. Cars parked here must display a Blue Badge.

## **8. ANIMALS**

All dogs must always be on a short lead and kept under control, throughout the marina. If owners do not pick up after their pet or if the animal causes annoyance to others by barking, owners will be given 1 months' notice to vacate the marina.

You may keep domestic animals on your Vessel whilst it is in the Marina, provided you have given full details of such animal(s) to in writing and The Company has consented to each individual animal being kept there.





The Company reserves the right to require you to remove any animal which is causing a danger, disturbance, or nuisance to any other users of the Marina or The Company.

## **9. CHILDREN**

All children under the age of 11 must be accompanied by their parents or a designated responsible adult within the grounds of the marina. This is to include all the facilities i.e., showers, laundry, compound, quay, and office area.

## **10. PROHIBITION OF NUISANCE**

Please respect the other owners and keep noise and any disturbances to a minimum at any time day or night. Outdoor music to be kept at a reasonable level and stopped by 10pm. Parties and events will require the permission of the Company.

Excessive noise from alarms or matrix heaters (such as Eberspaecher's) will not be tolerated. Boaters should also prevent heaters damaging the pontoons. Engines, generators or other apparatus or machinery, must not be operated in the Marina between the hours of 18.30 and 08.00 unless it is for the purposes of navigation or in an emergency.

The Owners or their contractors must not operate any noisy, noxious, or objectionable engine, radio, or other apparatus or machinery within the Marina Premises likely to cause any nuisance or annoyance to any other users of the Marina Premises or to any neighbouring properties.

## **11. DISPOSAL OF REFUSE**

Refuse should only be left in the designated facilities provided. Non-domestic waste must be taken to the local authority tip. You must recycle and flatten cardboard and other items.

The disposal of toilet waste into the marina is prohibited and must be disposed of in the designated elsan emptying area or by the pump out facility. The disposal of elsan waste, sanitary items, nappies, or wipes is not permitted in the facilities building. Only non-biological liquids and powders should be used on vessels.

The Owner must ensure that any other person on board while in the Marina Premises does not throw any refuse overboard or dispose of it anywhere in the Marine Premises, other than in the receptacles provided by the Company.

Ash from solid fuel stoves must be bagged when cool and disposed of in the general waste facility.

## **12. SPILLAGES**

You must immediately inform The Company of any spillage of fuel, oil, paint, or any other pollutant into the Marina water space. You must also immediately take all reasonably



practicable steps to minimise the spread of the pollutant and warn other users of the Marina of the problem. Costs associated with containing the spillage and minimising the spread of any clean-up operation may be charged to you.

### **13. HEALTH AND SAFETY AND FIRE PRECAUTIONS**

All craft using mains electricity supply must be fitted with an earth breaker, and their supply lead should be in good condition. Electricity cables must be connected so that they are not a trip hazard to other boaters and the marina reserves the right to move or remove any cables which present a hazard.

Boaters should report any accident, injury, complaint that occurs within the marina to the managers within 24 hours.

Nothing should be placed on the jetties or walkways, (it is a potential trip hazard) and they should always be kept clear.

Owners shall wear appropriate footwear suitable for boating activities.

Owners shall take all necessary precautions to prevent the outbreak of fire on their vessel or pontoons (no BBQs on boats or pontoons). They must provide fire extinguishers and protection equipment (in accordance with local and statutory regulations) on their boat for immediate use in case of fire.

The Owner must provide and maintain at least one fire extinguisher, which is approved and manufactured to EN3 standards for portable fire extinguishers, and ensure it is fit for purpose for the Vessel and ready for immediate use in case of fire.

Your Vessel may not be refuelled in the Marina except when moored at the Companies refuelling berth.

The lighting of open fires or use of fireworks is strictly prohibited other than with the prior written consent of the Company. Barbecues or portable gas cookers may be used when placed on a suitable stand and only in designated areas. Barbecues and cookers must not

be left unattended when lit and must be properly extinguished. The area around the equipment must be left in a clean and tidy condition.

Children invited to the Marina by you, your crew, Contractors, and visitors are your sole responsibility and must always remain under adult supervision as the Marina may be potentially dangerous to them. Children and any person who is unable to swim well are advised to always wear adequate life jackets whilst at the Marina.

Running and cycling on the pontoons is not permitted. No items may be secured to electricity bollards, including cycles.



When connecting to a designated electrical outlet bollard. These must be maintained by you in accordance with the relevant regulations and standards. You may not to alter the berth or facilities in any way.

The Company reserves the right to request RAMS from Contractors engaged by the owner.

Diving and bathing in the waters of the Marina is not permitted.

You shall comply with all relevant health and safety regulations, codes of practice and any health and safety guidance issued by The Company whilst using the Marina.

## **14. ELECTRICITY CHARGES**

The electricity charge may alter as supply costs alter. Charges for electricity supplied will include standing charges, monthly demand charges, capacity charge, climate change levy, and administration costs. Electricity is supplied in accordance with Ofgem regulations.

## **15. ACCESS TO & WORK ON THE VESSEL**

Only light maintenance and minor repairs will be allowed within the marina. Grinding, welding, or any power tool that produces excessive sparking is prohibited; you will be required to remove your boat out of the marina. Any DIY project should be carried out on your boat and should not spread to the marina grounds, or picnic tables. If you need clarification of these terms, then please ask in the office.

For work carried out by a third party, the contractor must be inducted and have an appropriate level of third party/public liability insurance. A copy of the insurance certificate must be provided before any works start. Contractors will be required to 'sign in' and undertake an induction procedure in the marina office prior to commencing work.

## **16. REGULATIONS**

Boaters are responsible for making sure that their guests, visitors, sub-contractors are aware of these Terms and Conditions.

The Company reserves the right to amend such Regulations as from time to time may be necessary. Such Regulations and any amendments to them will become effective on being displayed on the Company's public notice board or other prominent place at the Marina Premises, and a breach of any of the Regulations will amount to a breach of these Conditions.



## **17. RENEWAL OF CONTRACTS**

Mooring contracts will be renewed automatically by the Company unless three months' notice is given by the owner. The mooring rate will be reviewed and implemented at the company's discretion.

The new mooring contract will comprise of these General Terms & Conditions as amended or reissued by the Company.

If for any reason your Mooring Contract is terminated or not renewed, you must remove your vessel, vehicles, and any other property from the Marina.

## **18. TERMINATION BY COMPANY**

The Company has the right (without prejudice to any other rights in respect of breaches of the terms of the Mooring Licence by the Owner) to terminate the Mooring Licence in the following manner in the event of any breach by the Owner of any term of the Mooring Licence or these Conditions:

Having regard to the nature and seriousness of the breach and the risk it poses for the financial or other security of the Company and/or of the Company's customers and if the breach is capable of remedy, the Company may serve notice on the Owner specifying the breach and requiring them to remedy the breach within a reasonable time specified by the Company. Where the breach is serious or poses an immediate risk or threat to the health, safety or welfare of any other person or property the time specified for remedy may be immediate or extremely short.

If having been served with notice the Owner fails to affect a remedy within the specified period of time, or if the breach is not capable of remedy, the Company may serve notice on the Owner requiring them to remove the Vessel from the Marina Premises immediately.

If the Marina Premises are so damaged or the Company's operations are so prevented, impeded or interfered with as a consequence of a Force Majeure Event to render it likely that the Company will be unable to provide the Facility to the Owner for the remainder of the duration of the Mooring Licence then the Company may terminate the Mooring Licence by giving written notice to the Owner.

If the Company terminates the Mooring Licence in the event of Force Majeure the Company will refund to the Owner that part of the Mooring Licence Fee which relates to the period from the date on which the Force Majeure Event occurred until the End Date, pro rata.

The Mooring Licence will terminate immediately and without notice on the sale, transfer, or other disposition of the Vessel by the Owner.

## **19. TERMINATION BY OWNER**

The Mooring Licence may be terminated on three months' written notice being given by the Owner to the Company. In this event the Company will be entitled to recalculate the Mooring Licence Fee using the rate or rates that would have been applicable to the actual period of the Mooring Licence instead of the annual rate; the amount so calculated not to exceed the annual



rate originally agreed. If this recalculation results in a balance payable to the Company, then the Owner must pay that balance before removing the Vessel from the Marina Premises. If there is a balance in favour of the Owner, the Company will pay it to the Owner upon the departure of the Vessel from the Marina Premises

Any notice of termination served by the Owner under this Condition must be served at the Company's principal place of business or registered office or sent to the email address (if any) set out in the Mooring Licence.

## **20. COMPANY'S RIGHTS FOLLOWING TERMINATION**

If the Owner fails to remove the Vessel on termination of the Mooring Licence, the Company will be entitled: to charge the Owner at the Company's 24-hour rate for overnight visitors for each day between termination of the Mooring Licence and the actual date of removal of the Vessel from the Marina Premises; and/or at the Owner's risk (save in respect of loss or damage directly caused by the Company's negligence or other breach of duty during such removal) to remove the Vessel from the Marina Premises and thereupon secure it elsewhere and to charge the Owner with all costs reasonably incurred by the Company in connection with such removal including alternative berthing fees; and/or

if the Vessel is derelict, to dismantle, destroy and/or dispose of the Vessel and to charge the Owner with all costs reasonably incurred by the Company in connection with such dismantling, destruction, or disposal.

The occupation of the Berth by the Vessel is subject to the provisions of the Torts (Interference with Goods) Act 1977. This Act confers on the Company a right of sale in circumstances where the Owner fails to collect or accept re-delivery of the Vessel (and/or any other property left in the Marina Premises) following termination of the Mooring Licence. Such sale will not take place until the Company has given notice to the Owner in accordance with the Act. For the purpose of the Act, it is recorded that:

The Mooring Licence is granted to the Owner by the Company on the basis that the Owner is the owner of the Vessel or the owner's authorised agent, and that the Owner will take delivery or arrange collection of the Vessel (and/or any other property left in the Marina Premises) following termination of the Mooring Licence.

The Company's obligation as custodian of the Vessel (and/or any other property left in the Marina Premises) ends on its notice to the Owner of termination of that obligation.

The place for delivery and collection of the Vessel (and/or any other property left in the Marina Premises) shall be at the Marina Premises, unless agreed otherwise.

Maritime Law entitles the Company in certain other circumstances to bring an action against the Vessel to recover a debt or damages. Such action may involve the arrest of the Vessel through the Courts and its eventual sale by the Court. Sale of the Vessel may also occur through the ordinary enforcement of a judgment debt against the Owner.

The Company reserves a general right ("a general lien") to detain and hold onto the Vessel or other property pending payment by the Owner of any sums due to the Company. If the Mooring



Licence is terminated or expires while the Company is exercising this right of detention it shall be entitled to charge the Owner at the Company's 24-hour rate for overnight visitors for each day between termination or expiry of the Mooring Licence and the actual date of payment (or provision of security) by the Owner and removal of the Vessel from the Marina Premises. The Owner shall at any time be entitled to remove the Vessel or other property upon providing proper security, for example a letter of guarantee from a bank or a cash deposit sufficient to cover the debt with interest, and where the debt is contested a reasonable provision for the Company's prospective legal costs.

## **21. DATA PROTECTION**

Geomac Ltd will share your information with its administrative company Land & Water Group for the purposes of administration and invoicing of mooring fees. We will not share your information with any third parties. We will use the contact information you provide on your Mooring Licence to keep you up to date with information about your vessel, mooring and marina activities. If you leave the marina, we may continue to email you with information about the marina activities. If you do not wish to receive this information, please let us know and we will remove you from our contacts immediately.

The Company is a data controller for the purposes of the General Data Protection Regulation and the Data Protection Act 2018. A copy of the Company's Privacy Policy is available from the Company on request.

## **22. LAW & JURISDICTION**

The Mooring Licence, these Conditions and any non-contractual obligations arising out of, or in connection with, the Mooring Licence are to be governed by and construed in accordance with English Law and to be subject to the jurisdiction of the English courts. If the Owner is a consumer (as defined in the Consumer Rights Act 2015) then the jurisdiction of the English courts is to be non-exclusive but otherwise such jurisdiction is to be exclusive.

The Company and the Owner will endeavour to resolve any dispute arising out of or in connection with the Mooring Licence by negotiation.